

**1. General.** Pursuant to the terms and conditions of the Agreement and this Attachment, AT&T will provide the iPhone Solution and the iPad Solution, as more fully described herein.

**1.1 iPhone Solution.** AT&T will provide iPhones and post-paid Service for iPhones (collectively, the "iPhone Solution") to Customer and its qualified End Users. Customer's IRUs with the iPhone Solution for the Original iPhone (as defined below) cannot participate in AT&T's Split Liability Billing Program.

**1.2 iPad Solution.** AT&T will provide iPads and post-paid Wireless Data Service for iPads (collectively, the "iPad Solution") to Customer and its qualified CRUs and IRUs.

**2. Plans.** The iPhone Solution requires subscription to qualified Voice Service and Wireless Data Service. Plan requirements for iPhone depend on whether the End User has an iPhone that is compatible with (a) the AT&T GSM/GPRS/EDGE network only ("Original iPhone"), (b) the AT&T 3G (HSDPA/UMTS) network ("3G iPhone"), (c) the AT&T HSPA+ network ("HSPA+ iPhone"), or (d) the AT&T 4G LTE network ("4G LTE iPhone"). Certain legacy Voice Service Plans (including, without limitation, TDMA and analog Plans) are not available for use with iPhones. Subscription to Wireless Data Service is optional for the iPad Solution and depends on whether the End User has an iPad that is compatible with (a) the AT&T 3G network ("3G iPad") or (b) the AT&T 4G LTE network ("4G LTE iPad"). iPads do not support Voice Service (including voicemail), SMS, or multi-media messaging services.

## **2.1 Plan Requirements for the iPhone Solution.**

### **2.1.1 Plan Requirements for Original iPhone.**

**2.1.1.1 CRUs.** CRUs must have (a) both an (i) eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify) and (ii) Original iPhone-eligible Enterprise Data Plan for iPhone; or (b) an eligible Mobile Share Plan and add the Original iPhone to such Plan.

**2.1.1.2 IRUs.** IRUs must have (a) both an (i) eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T FamilyTalk Add-a-Line Plan) and (ii) Original iPhone-eligible Data Plan for iPhone; or (b) an eligible Mobile Share Plan and add the Original iPhone to such Plan.

**2.1.2 Plan Requirements for 3G iPhone.** End Users must have (a) both an (i) eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify) and (ii) a 3G iPhone-eligible Wireless Data Service Plan; or (b) an eligible Mobile Share Plan and add the 3G iPhone to such Plan. Use of 3G iPhone to access corporate email, company intranet sites, and/or other business applications requires a 3G iPhone-eligible Enterprise Data Plan for iPhone, a 3G iPhone-eligible International Business Data Global Plan, or such other Wireless Data Service Plan as AT&T may designate from time to time for such use.

**2.1.3 Plan Requirements for HSPA+ iPhone.** End Users must have (a) both an (i) eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify) and (ii) a HSPA+ iPhone-eligible Wireless Data Service Plan; or (b) an eligible Mobile Share Plan and add the HSPA+ iPhone to such Plan. Use of HSPA+ iPhone to access corporate email, company intranet sites, and/or other business applications

requires a HSPA+ iPhone-eligible Enterprise Data Plan for iPhone, a HSPA+ iPhone-eligible International Business Data Global Plan, or such other Wireless Data Service Plan as AT&T may designate from time to time for such use.

**2.1.4 Plan Requirements for 4G LTE iPhone.** End Users must have (a) both an (i) eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify) and (ii) 4G LTE iPhone-eligible Wireless Data Service Plan; or (b) an eligible Mobile Share Plan and add the 4G LTE iPhone to such Plan. Use of 4G LTE iPhone to access corporate email, company intranet sites, and/or other business applications requires a 4G LTE iPhone-eligible Enterprise Data Plan for iPhone, a 4G LTE iPhone-eligible International Business Data Global Plan, or such other Wireless Data Service Plan as AT&T may designate from time to time for such use.

**2.2 Plan Requirements for the iPad Solution.** The iPad Solution is not available with pre-paid Wireless Data Services.

**2.2.1 Plan Requirements for 3G iPad.** To receive Wireless Data Service as part of the iPad Solution, End Users must have (a) a 3G iPad-eligible Enterprise Data Plan for iPad, (b) an eligible Mobile Share Plan and add the 3G iPad to such Plan, or (c) such other Wireless Data Service Plan as AT&T may designate from time to time.

**2.2.2 Plan Requirements for 4G LTE iPad.** To receive Wireless Data Service as part of the 4G LTE iPad Solution, End Users must have (a) a 4G LTE iPad-eligible Enterprise Data Plan for iPad, (b) an eligible Mobile Share Plan and add the 4G LTE iPad to such Plan, or (c) such other Wireless Data Service Plan as AT&T may designate from time to time.

**3. Additional Terms and Conditions.** Both the iPhone Solution and the iPad Solution utilize third party software and, accordingly, are subject to certain additional terms and conditions (including Apple and other third party terms and conditions). With respect to Customer's CRUs with the iPhone Solution, Customer acknowledges that its CRUs must agree to the iPhone Terms and Conditions found in the iPhone box and at <http://apple.com/legal/sla/docs/iphone.pdf>, as may be modified from time to time. With respect to Customer's CRUs with the iPad Solution, Customer acknowledges that its CRUs must agree to the iPad Terms and Conditions found in the iPad box and at <http://images.apple.com/legal/sla/docs/iPadSoftwareLicense.pdf>, as may be modified from time to time. To the extent there is a conflict between this §6 and any provision of the Agreement, the parties acknowledge and agree that this §6 controls.

#### **4. Service Discount.**

##### **4.1 Original iPhone.**

**4.1.1 CRUs.** Except as otherwise provided in the Agreement (e.g., restrictions regarding Plans that do not qualify for the Service Discount and/or other credits or fee waivers (including, without limitation, all additional device charges under Mobile Share Plans)), AT&T will provide the Service Discount, applicable CRU-related credit(s) and/or applicable CRU-related waived fee(s) described in the Agreement (if any), with respect to qualified CRUs activated on the Plans referenced in §2.1.1.1.

**4.1.2 IRUs.** Notwithstanding anything to the contrary in the Agreement, AT&T will not provide the Service Discount, or any credits or waived fees provided under the Agreement, to IRUs activated on the Plans referenced in §2.1.1.2.

**4.2 3G iPhone, HSPA+ iPhone and 4G LTE iPhone.** Except as otherwise provided in the Agreement (e.g., restrictions regarding Plans that do not qualify for the Service Discount and/or other credits or fee waivers (including, without limitation, all additional device charges under Mobile Share Plans)), AT&T will provide the Service Discount, applicable credit(s) and/or applicable waived fee(s)

described in the Agreement (if any) with respect to qualified End Users activated on the Plans referenced in §§2.1.2, 2.1.3 and 2.1.4 above.

**4.3 iPad.** Except as otherwise provided in the Agreement (e.g., restrictions regarding Plans that do not qualify for the Service Discount and/or other credits or fee waivers (including, without limitation, all additional device charges under Mobile Share Plans)), AT&T will provide the Service Discount, applicable credit(s) and/or applicable waived fee(s) described in the Agreement (if any) with respect to qualified End Users activated on the Plans referenced in §2.2 above.

**5. Equipment Discount.** Notwithstanding anything to the contrary in the Agreement, Customer and its End Users will not receive the Equipment Discount, or any other equipment discount or promotion described in the Agreement, on iPhones, iPads or Apple-branded accessories.

**6. Restrictions.** The iPhone Solution and the iPad Solution are not compatible with any Wireless Data Service Plans not referenced herein and may not be compatible with certain additional features (e.g., OfficeReach™ and Unified Messaging), which will be disabled or removed at time of activation. The iPhone Solution includes Visual Voicemail, which requires End Users to establish a new voice mail box. All current voice mail messages will be erased at the time of iPhone activation, so End Users are advised to listen to any existing voicemails before completing the activation process.

**7. Policies and Processes.** Customer and its End Users must follow the policies and processes established by AT&T to purchase or upgrade iPhones and iPads and to activate, migrate, terminate or otherwise modify the iPhone Solution and/or the iPad Solution, as such policies and processes may be modified from time to time. Such policies and processes may include, without limitation, (a) purchasing and activating iPhones and iPads only in select AT&T sales channels, and (b) completing the activation through iTunes. iPhone and iPad returns are subject to a re-stocking fee, except where prohibited. iPad returns must occur within 14 days of purchase but are not subject to the restocking fee if returned unopened and Customer did not purchase a Plan specified in §2.2 above. For complete details, Customer should refer to <http://att.com/returnpolicy>.

**8. Discontinuation.** Notwithstanding anything to the contrary in the Agreement, AT&T may (a) discontinue offering or providing the iPhone Solution at any time for any reason upon at least 30 days written notice to Customer, and (b) discontinue offering or providing the iPad Solution at any time for any reason without notice.

**9. Incorporation of Agreement.** The terms, conditions and defined terms set forth in all documents comprising the Agreement (including, without limitation, this Attachment) apply throughout all such documents. In the event of any expressly conflicting provisions between this Attachment and the remainder of the Agreement, the terms and conditions of this Attachment control but only with respect to the subject matter of this Attachment.